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**First Security Bank of Utah**C.C.  
FEE OPERATION BR.

No.

FEB 28 1979

NATIONAL ASSOCIATION  
MEMBER FIRST SECURITY CORPORATION SYSTEM OF BANKS

Date.....

TRUST DEPARTMENT

Fee \$ 50.00

POST OFFICE BOX 30007, 79 SOUTH MAIN STREET  
SALT LAKE CITY, UTAH 84125

ICC, Washington, D. C.

RECORDATION NO. 10159 Filed 1425

February 28, 1979

FEB 28 1979 - 1 10 PM

INTERSTATE COMMERCE COMMISSION

Secretary  
Interstate Commerce Commission  
Washington, DC 20423

RECORDATION NO. 10159-A Filed 1425

FEB 28 1979 - 1 10 PM

Gentlemen:

INTERSTATE COMMERCE COMMISSION

In accordance with 49 U.S.C. Section 11303 and the Rules and Regulations of the Interstate Commerce Commission ("ICC") thereunder, there is submitted herewith for filing and recordation a Trust Indenture and Supplemental Indenture concerning the railroad cars used or intended for use in connection with interstate commerce as follows:

1. Three (3) executed counterparts of a Trust Indenture, dated as of November 1, 1977, between First Security Bank of Utah, N.A. and Thomas C. Cuthbert (Owner Trustees) and United States Trust Company of New York (Trustee); and

2. Three (3) executed counterparts of a Supplemental Indenture, dated as of November 15, 1978, between First Security Bank of Utah, N.A. and Thomas C. Cuthbert (Owner Trustees) and United States Trust Company of New York (Trustee).

The address of First Security Bank of Utah, N.A. and Thomas C. Cuthbert, Owner Trustees, is Post Office Box 30007, Salt Lake City, Utah 84125, Attention: Trust Division, Corporate Trust Department. The address of United States Trust Company of New York is 130 John Street, New York, New York 10038, Attention: Corporate Trust and Agency Division.

The equipment covered by the documents referred to above is described in Exhibit A hereto.

A related filing is being made this day under the name of Soltex Polymer Corporation.

Enclosed is a check in the necessary amount to cover the recordation fee.

*Handwritten signature: Susan L. Tanner*

Secretary  
Interstate Commerce Commission  
Washington, DC 20423  
February 28, 1979  
Page Two

You are hereby authorized to deliver one executed copy of each of the above-mentioned documents, with filing data noted thereon, following recordation, to the representative of Messrs. Dewey, Ballantine, Bushby, Palmer & Wood, who is delivering this letter and said enclosures to you.

Very truly yours,

FIRST SECURITY BANK OF UTAH, N.A. and  
THOMAS C. CUTHBERT, in their individual  
capacities and as trustees under a  
Master Trust Agreement dated as of  
November 1, 1977, between them and Itel  
Corporation, Leasing Division, as Owner  
Trustees

By FIRST SECURITY BANK OF UTAH, N.A.,  
in its individual capacity and as  
Corporate Trustee and on behalf of  
the Individual Trustee, as Corporate  
Trustee

By

  
Authorized Officer

JTW:lc

Secretary  
Interstate Commerce Commission  
Washington, DC 20423  
February 28, 1979  
Page Three

Exhibit A

| <u>Quantity</u> | <u>Type</u>   | <u>Class</u> | <u>Capacity<br/>in Tons</u> | <u>Initialed<br/>Car Numbers</u>             |
|-----------------|---|--------------|-----------------------------|--|
| 137             | Roller Bearing CF 5701<br>Center Flow Covered<br>Hopper Rail Cars | LO L254      | 100                         | ELTX 100-140<br>ELTX 142-176<br>ELTX 893-953 |

Interstate Commerce Commission

Washington, D.C. 20423

2/28/79

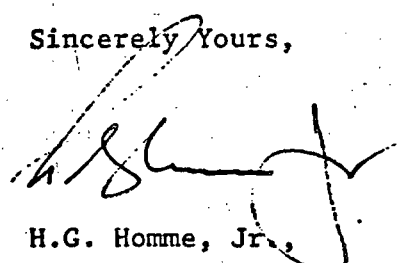
OFFICE OF THE SECRETARY

J. Tracy Walker  
First Security Bank Of Utah  
79 South Main Street  
Salt Lake City, Utah 84125

Dear Sir:

The enclosed document(s) was recorded pursuant to the  
provisions of Section 20(c) of the Interstate Commerce Act,  
49 U.S.C. 20(c), on 2/28/79 at 1:10pm,  
and assigned recordation number(s) 10159 & 10159-A

Sincerely Yours,

  
H.G. Homme, Jr.,  
Secretary

Enclosure(s)

SE-30-T  
(2/78)

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SUPPLEMENTAL INDENTURE

RECORDATION NO. 10159/A Filed 1425

FEB 28 1979 - 1 10 PM

Dated as of November 15, 1978 INTERSTATE COMMERCE COMMISSION

between

FIRST SECURITY BANK OF UTAH, N.A.  
and THOMAS C. CUTHBERT, not in their  
individual capacities, but solely  
as trustees under a Master Trust Agreement  
dated as of November 1, 1977 between them and  
Itel Corporation, Leasing Division,  
as Owner Trustees

and

UNITED STATES TRUST COMPANY OF NEW YORK,  
not in its individual capacity, but solely  
as trustee under a Trust Indenture dated as of  
November 1, 1977 between it and the Owner Trustees,  
as Trustee

Supplemental to Trust Indenture dated  
as of November 1, 1977

Soltex Polymer Corporation (1978) Equipment Trust  
No. 2

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## SUPPLEMENTAL INDENTURE

THIS SUPPLEMENTAL INDENTURE dated the date set forth in Exhibit A hereto, supplementing the Trust Indenture dated as of November 1, 1977 (the Indenture), between FIRST SECURITY BANK OF UTAH, N.A., a national banking association (the Corporate Trustee), and THOMAS C. CUTHBERT (the Individual Trustee), not in their individual capacities, but solely as trustees (the Owner Trustees) under a Master Trust Agreement dated as of November 1, 1977 between them and Itel Corporation, Leasing Division, and UNITED STATES TRUST COMPANY OF NEW YORK, a New York Corporation, not in its individual capacity, but solely as trustee (the Trustee) under the Indenture.

### W I T N E S S E T H :

WHEREAS, the Lessee herein named has executed and delivered to the Owner Trustees the Lease herein defined;

WHEREAS, the Participation Agreement herein defined has been executed and delivered; and

WHEREAS, pursuant to Section 14.1 of the Indenture the Trustee and the Owner Trustees, by attaching one or more separate exhibits hereto do hereby create, one or more separate Supplements (each a Supplement) (numbered the number and dated the date set forth in each said exhibit), each with respect to the series of promissory notes referred to in each said exhibit.

N O W, T H E R E F O R E, in consideration of the premises and of other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I

#### DEFINITIONS

SECTION 1.1. The terms used in each Supplement shall, except as otherwise stated, have the meanings assigned to them in the Indenture.

SECTION 1.2. For the purposes of each Supplement, and of the Indenture insofar as it relates to the series of Notes created by each Supplement, the terms Maximum Aggregate Principal Amount, Rate of Interest, Interest Payment Dates, Principal Payment Dates, Debt Rate Commencement Date, First Interest Payment Date, First Principal Payment Date, Last Principal Payment Date, Overdue Rate, Lessee and Related Beneficiary shall have the meanings with respect to Notes of each Series set forth in

Exhibit A hereto, if, and to the extent, such terms are applicable to each Supplement, and the following terms shall have the following meanings for all purposes and, together with all other defined terms herein, shall include the plural as well as the singular:

Closing Date shall mean the date defined as "Closing Date" in the Participation Agreement.

Lease shall mean the equipment lease, between the Lessee and the Owner Trustees, identified as the "Lease" in the Participation Agreement.

Notes of each Series shall mean the promissory notes of a series created by such Supplement and identified in Exhibit A hereto.

Participation Agreement shall mean the Participation Agreement, dated as of the date hereof, among the Owner Trustees, the Trustee, the Lessee, each Related Beneficiary and each entity named therein as "Lender", which Participation Agreement contemplates the issue of the Notes of each Series and the investment in the Related Equipment by each Related Beneficiary.

## ARTICLE II

### SERIES OF NOTES ESTABLISHED BY EACH SUPPLEMENT

SECTION 2.1. There is hereby established each separate series of promissory notes to be known and entitled as set forth in Exhibit A hereto. Notes of each Series in an aggregate principal amount not exceeding the Maximum Aggregate Principal Amount relating to such Series, except as provided in Section 3.9 of the Indenture, may be executed, authenticated and delivered in accordance with Section 3.5 of the Indenture.

SECTION 2.2. Except as provided in Section 4.2 of the Indenture, each Note of each Series shall be dated the date of its authentication which shall be a Closing Date. The Notes of each Series shall bear interest from and including their respective dates on the unpaid principal balance thereof at the Rate of Interest with respect to such Series, payable at the frequency set forth in Exhibit A hereto with respect to such Series on the Interest Payment Dates of each year commencing on the First Interest Payment Date. The principal of each Note of each Series shall be payable in installments on the Principal Payment Dates of each year commencing on the First Principal Payment Date and ending on the Last Principal Payment Date. Except in the case of any payments of interest only, all payments on each Note, unless otherwise set forth in Exhibit A hereto with respect to such Series, are to be consecutive level payments of principal and interest, except further that the last such payment shall be in an amount sufficient to discharge all unpaid principal of and accrued interest on such Note in full. The amount of each such payment shall be set forth on the Loan Schedule attached to such Note.

SECTION 2.3. The Notes of each Series shall also bear interest on any part of the principal thereof not paid when due for any period during which the same shall be overdue at the Overdue Rate. Unless an Event of Default (as defined in the Lease) shall occur and be continuing, interest payable on any overdue payment of principal shall be paid only from amounts collected by the Trustee as interest at the Late Payment Rate (as defined in the Lease) under the terms of the Lease.

### ARTICLE III

#### PREPAYMENT

SECTION 3.1. In addition to any prepayment required by Section 5.1 of the Indenture, the Notes of each Series shall be subject to prepayment upon the terms and conditions, if any, set forth in Exhibit A hereto with respect to each such Series.

### ARTICLE IV

#### RELATED BENEFICIARY

SECTION 4.1. The address to which notice to each Related Beneficiary shall be addressed is set forth in Exhibit A hereto.

### ARTICLE V

#### SECURITY FOR NOTES OF EACH SERIES

SECTION 5.1. The Group of Equipment which is to be security for the Notes of a Series is identified in Exhibit A hereto with respect to such Series. In addition to the security specified in Section 2.1(a), (b), (c) and (d) of the Indenture with respect to the Notes of each Series, any other additional security with respect to such Series is identified in Exhibit A hereto.

### ARTICLE VI

#### MODIFICATION OF INDENTURE AND SUPPLEMENTAL INDENTURE

SECTION 6.1. This Supplemental Indenture and the Indenture, insofar as it relates to the Notes of each Series, are hereby amended and modified to the extent and in the manner set forth in Exhibit A hereto relating to such Series.

### ARTICLE VII

#### MISCELLANEOUS

SECTION 7.1. Although this Supplemental Indenture is dated for convenience and for the purpose of reference as of the date mentioned,



the actual date or dates of execution by the Owner Trustees and the Trustee are the respective dates set forth under their signatures, and this Supplemental Indenture shall be effective on the latest of such dates.

SECTION 7.2. This Supplemental Indenture may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument. Fully executed sets of counterparts shall be delivered to, and retained by, the Owner Trustees and the Trustee.

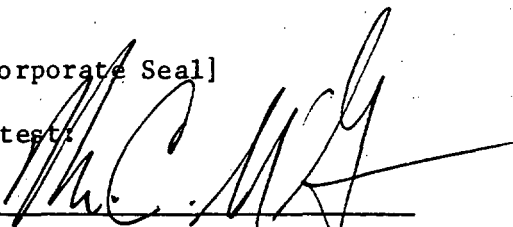
SECTION 7.3. The Trustee hereby accepts the trusts in this Supplemental Indenture declared and provided, upon the terms and conditions set forth in the Indenture.

IN WITNESS WHEREOF, the parties hereto have each caused this Supplemental Indenture to be duly executed by their respective officers thereunto duly authorized, all as of the date set forth in Exhibit A hereto.

FIRST SECURITY BANK OF UTAH, N.A.  
and THOMAS C. CUTHBERT, not in their  
individual capacities, but solely as  
trustees under a Master Trust Agree-  
ment dated as of November 1, 1977  
between them and ITEL Corporation,  
Leasing Division,  
as Owner Trustees

[Corporate Seal]

Attest:

  
\_\_\_\_\_  
2-26, 1979

By FIRST SECURITY BANK OF UTAH,  
N.A., not in its individual capacity,  
but solely as Corporate Trustee and  
on behalf of the Individual Trustee,  
as Corporate Trustee

By   
\_\_\_\_\_  
Authorized Officer

Date 2/26/79

[Corporate Seal]

Attest:

\_\_\_\_\_

\_\_\_\_\_, 1979

UNITED STATES TRUST COMPANY OF  
NEW YORK, not in its individual  
capacity, but solely as trustee under  
a Trust Indenture dated as of  
November 1, 1977 between it and the  
Owner Trustees,  
as Trustee

By \_\_\_\_\_  
Assistant Vice President

Date \_\_\_\_\_

STATE OF UTAH       )  
                              )  
COUNTY OF SALT LAKE)

On this the 26 day of February, 1979 before me personally appeared J. TRACY WALKER, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of First Security Bank of Utah, National Association, that one of the seals affixed to the foregoing instrument is the seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Verna L. Allen  
Notary Public

(Notarial Seal)

My Commission expires 11-15-81

STATE OF NEW YORK )  
                              )  
COUNTY OF NEW YORK)

On this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_ before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is a \_\_\_\_\_ of United States Trust Company of New York, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Trustees, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

(Notarial Seal)

My Commission expires

EXHIBIT A  
to Supplemental Indenture

Supplement Number: 108

Date of Supplement: As of November 15, 1978

Lessee: Soltex Polymer Corporation, a Delaware Corporation

Name and Address of Related Beneficiary: I.P. Morton Credit Corporation  
220 East 42nd Street  
New York, New York 10017

Title of Notes of This Series: Promissory Note, Series 1 (Soltex Polymer Corporation 1978 Equipment Trust No. 2) (herein called the "Series 1 Notes")

Maximum Aggregate Principal Amount: \$3,605,000

Frequency of Interest Payments: Monthly, in arrears except as otherwise provided in the Supplement to Equipment Lease and Participation Agreement (as defined in the Participation Agreement)

Rate of Interest: 9.75% per annum

Interest Payment Dates: The 15th day of each month

Principal Payment Dates: The 15th day of each month

First Interest Payment Date: 08/15/79 or such earlier date specified in the Supplement to Equipment Lease and Participation Agreement (as defined in the Participation Agreement)

First Principal Payment Date: 09/15/79

Last Principal Payment Date: 08/15/99

Overdue Rate: The lesser of 10.75% per annum or the highest rate permitted by applicable law.

Prepayment: Except as provided in Section 6.2 of the Indenture (as modified hereby), the Series 1 Notes are not subject to prepayment.

EXHIBIT A to  
Supplemental Indenture

Security for Series 1 Notes:

All things granted pursuant to Section 2.1 of the Indenture as amended and supplemented including all the Items of Leased Equipment described in Exhibit A to the Lease.

Modification of Provisions  
of Supplemental Indenture  
and Indenture

(A) For purposes of this Supplement, payments on the Series 1 Notes shall not, pursuant to the provisions of Section 2.2 of this Supplement, be level consecutive payments of principal and interest, but rather, for the \$3,605,000 of original principal amount of the Series 1 Notes, payments of principal and interest shall be as follows:

| <u>Principal Payment Dates</u> | <u>Series 1</u> |
|--------------------------------|-----------------|
| 09/15/79 - 12/15/88            | \$37,186.53     |
| 01/15/89 - 12/15/89            | 34,072.15       |
| 01/15/90 - 12/15/90            | 30,804.90       |
| 01/15/91 - 12/15/91            | 27,617.68       |
| 01/15/92 - 12/15/92            | 25,735.25       |
| 01/15/93 - 12/15/93            | 25,100.58       |
| 01/15/94 - 12/15/94            | 24,433.12       |
| 01/15/95 - 12/15/95            | 23,731.15       |
| 01/15/96 - 12/15/96            | 22,992.91       |
| 01/15/97 - 12/15/97            | 22,216.45       |
| 01/15/98 - 12/15/98            | 23,799.38       |
| 01/15/99 - 07/15/99            | 37,186.53       |
| 08/15/99                       | 37,180.15       |

In no event shall the above-listed payments be less than the amount sufficient to discharge all unpaid principal of and accrued interest on the Series 1 Notes in full.

(B) The Indenture is further modified with respect to the Series 1 Notes as follows:

1. The definition of "Lenders' Counsel" in Section 1.3 of the Indenture is hereby amended in its entirety to read as follows:

EXHIBIT A to  
Supplemental Indenture

"Lenders' Counsel shall mean Messrs. Dewey, Ballantine, Bushby, Palmer & Wood, 140 Broadway, New York, New York 10005, as special counsel."

2. The definition of "Directive" in Section 1.3 of the indenture is hereby amended by deleting the words "51% of the aggregate unpaid principal balance of the Notes of such series then Outstanding" and inserting in lieu thereof the following:

", in the case of any Directive delivered pursuant to the the fifth sentence of Section 9.1 hereof or pursuant to Article XIII hereof or in connection with the matters set forth in Section 8.1(c) hereof, 66-2/3% of the aggregate unpaid principal balance of Notes of such series then Outstanding or, in all other cases, 51% of the aggregate unpaid principal balance of Notes of such series then Outstanding, in each case".

3. Section 1.3 of the Indenture is hereby amended by inserting after the definition of "Principal Office of the Trustee" a new definition to read as follows:

"Proceeding shall mean any suit in equity, action at law or other judicial, administrative or arbitration proceeding, including any appeal of any final judgment rendered in connection with any of the foregoing."

4. Section 1.3 of the Indenture is hereby amended by inserting after the definition of "Registered Owner" a new definition to read as follows:

"Sale shall mean a sale of any portion of the Related Estate pursuant to Section 8.4 hereof."

5. The definition of "Trust Agreement" in Section 1.3 of the Indenture is hereby amended by deleting the period at the end of such definition and inserting in lieu thereof the following:

", together with any amendments thereto contained in the Related Authorization and Direction."

6. Section 2.1 of the Indenture is hereby amended by inserting immediately prior to the word "grant" the following:

"bargain, sell, warrant, alien, demise, release, convey, assign, transfer, mortgage, set over,".

7. Subparagraph (a) of Section 2.1 of the Indenture is hereby amended in its entirety to read as follows:

EXHIBIT A to  
Supplemental Indenture

"(a) All of the Owner Trustees' right, title and interest in and to the Related Lease, including all renewals or extensions of the term thereof, and all payments, including, without limitation, all payments of Basic Rent and Supplemental Rent, due or to become due thereunder, all other rents, incomes, revenues, issues, profits, insurance proceeds, condemnation awards, proceeds of sale and other payments, tenders and security for or with respect to any Related Equipment or any component part thereof now or hereafter payable to or receivable by the Lessor under the Related Lease pursuant thereto, and all amounts now or hereafter payable to or receivable by the Related Beneficiary pursuant to the Related Lease, in any case whether as Basic Rent or Supplemental Rent or otherwise, and the continuing and immediate right to receive all of the foregoing, and all other rights, powers and options (but none of the obligations) of the Owner Trustees thereunder, including, without limitation, the right to give and receive notices and other communications thereunder, to make waivers or other agreements in respect thereof, to exercise all rights and options thereunder, to take such action upon the occurrence of an Event of Default under the Related Lease as shall be permitted by the Related Lease or by law, to bring proceedings in the name of the Owner Trustees or otherwise, and generally to do anything which the Owner Trustees are or may be entitled to do thereunder or with respect thereto; provided, however, that for so long as no Event of Default as defined in the Related Lease shall have occurred and be continuing, such other rights, powers and options shall be exercisable by the Owner Trustees;"

8. Section 2.1 of the Indenture is hereby amended by deleting the word "and" at the end of subparagraph (b), by relettering subparagraph (c) as subparagraph (d) and by inserting immediately prior thereto a new subparagraph, as follows:

"(c) All of the Owner Trustees' right, title and interest in and to each General Assignment of Purchase Orders, Consent to Assignment of Purchase Orders and Bill of Sale referred to in items 1, 2 and 3 of Exhibit C to the Related Participation Agreement, and in and to each Purchase Order assigned by any such General Assignment of Purchase Orders, including all payments now or hereafter payable thereunder, and all other rights, powers and options of the Related Lessee or the Owner Trustees thereunder; provided, however, that for so long as no Event of Default as defined in the Related Lease shall have occurred and be continuing, such rights, powers and options shall be exercisable by the Related Lessee or the Owner Trustees, as the case may be; and".

9. Relettered subparagraph (d) of Section 2.1 of the Indenture is hereby amended by deleting the words "subject to the exception mentioned in paragraph (a) of this Section;" and inserting in lieu thereof the following:

EXHIBIT A to  
Supplemental Indenture

", and all Related Amounts and Related Payments;".

10. Section 2.1 of the Indenture is hereby further amended by deleting the period following the words "subject to the lien of this Indenture" and inserting in lieu thereof the following:

", and provided, further, that the security interest created by subparagraphs (a) and (c) of this Section 2.1 shall not in any way impair or diminish any obligation of the Owner Trustees, the Related Beneficiary or the Related Lessee under any of the documents referred to in said subparagraphs, nor shall any such obligation be imposed upon the Trustee."

11. Section 2.1 of the Indenture is further amended by inserting after the words "but in trust" the following:

", with power of sale,".

12. Section 3.6 of the Indenture is hereby amended by deleting the words "In case an Event of Default under the Related Lease (as defined in the Indenture)" where such words appear in the eighth paragraph of the form of Note and inserting in lieu thereof the following:

"As provided in Section 9.1 of the Indenture, in case certain Related Events of Default under, and as defined in, the Indenture".

12A. Section 3.7 of the Indenture is hereby amended by inserting immediately after the words "as herein provided" where such words appear in the second sentence thereof the following:

"and from the sources specified in the Supplement to Equipment Lease and Participation Agreement (as defined in the Related Participation Agreement),".

13. Section 3.8 of the Indenture is hereby amended by inserting after the heading thereof the following:

"The Trustee is hereby appointed the agent of the Owner Trustees for the payment of the Notes."

14. Section 3.8 of the Indenture is further amended by inserting immediately prior to the last sentence thereof the following:

"The provisions of Section 15 of the Related Participation Agreement shall constitute written notice by the Lender (as defined in the Related Participation Agreement) for purposes of the immediately preceding sentence."



EXHIBIT A to  
Supplemental Indenture

15. Section 4.2 of the Indenture is hereby amended by deleting the number "\$25,000" in the first proviso thereof and inserting in lieu thereof the following: "\$1,000".

16. Section 4.4 of the Indenture is hereby deleted in its entirety.

17. Section 4.5 of the Indenture is hereby amended by deleting the balance of the Section following the first sentence thereof.

18. Paragraph (a) of Section 4.8 of the Indenture is hereby amended by deleting the word "The" at the beginning of the first sentence thereof and inserting in lieu thereof the following:

"Prior to due presentment thereof for registration of transfer, the".

19. Section 5.1 of the Indenture is hereby amended by deleting the last sentence and inserting in lieu thereof the following:

"With respect to each Note of each series of Notes, in the event of and after any partial prepayment of the principal amount thereof pursuant to this Indenture or pursuant to clause (i) of paragraph 3 of the Supplement to Equipment Lease and Participation Agreement (as defined in the Related Participation Agreement), the remaining installments of principal and interest payments shall be monthly installments in such amounts, proportionately reduced from the respective amounts of such installments which would have been payable had such prepayment not occurred, as shall be sufficient to pay 100% of the remaining aggregate outstanding unpaid principal of and accrued interest on such Note by the Last Principal Payment Date (as defined in the Related Supplemental Indenture)."

20. Article V of the Indenture is hereby amended by adding at the end thereof the following new Section:

"SECTION 5.2 Notice; Deposit.

"(a) The Trustee shall notify the holders of the Notes so to be prepaid not less than 20 days prior to any prepayment or, in the case of a prepayment in connection with an Event of Loss, such Lesser number of days as shall be practicable under the circumstances. The notice shall state (i) the date fixed for prepayment, (ii) the principal amount of each Note to be prepaid and (iii) the aggregate amount of principal of all the outstanding Notes to be prepaid.

"(b) The moneys necessary to make any prepayment shall be deposited in immediately available funds with the Trustee prior to 11:00 A.M., New York City time, on the date fixed for such prepayment. If such deposit is made, interest on any portion of any Notes designated for prepayment shall cease to accrue on the date fixed for prepayment."

EXHIBIT A to  
Supplemental Indenture

21. Clause second of paragraph (a) of Section 6.2 of the Indenture is hereby amended by inserting immediately prior to the semicolon at the end of such clause the following:

"ratably, without priority of one over the other, in the proportion that the aggregate unpaid principal amount of all such Notes held by each such registered owner on such date bears to the aggregate unpaid principal amount of all such Notes Outstanding on such date".

22. Paragraph (b) of Section 6.2 of the Indenture is hereby amended by inserting immediately after the words "except as otherwise provided in" the following: "paragraph (d) of this Section 6.2 and".

23. Paragraph (b) of Section 6.2 of the Indenture is hereby further amended by deleting the words "of any right of such Related Lessee" and inserting in lieu thereof the following:

"or the Owner Trustees of any right of such Related Lessee or the Owner Trustees, as the case may be,".

24. Clause second of paragraph (b) of Section 6.2 of the Indenture is hereby amended by inserting immediately prior to the semicolon at the end of such clause the following:

"ratably, without priority of one over the other, in the proportion that the aggregate unpaid principal amount of all such Notes held by each such registered owner on such date bears to the aggregate unpaid principal amount of all such Notes Outstanding on such date".

25. Section 6.2 of the Indenture is hereby amended by adding at the end thereof two new paragraphs as follows:

"(c) With respect to each series of Notes, except as otherwise provided in Section 6.3, any amount received by the Trustee pursuant to the Related Lease in respect of any applicable manufacturer's or seller's warranty with respect to the Related Equipment shall in each case be distributed forthwith upon receipt by the Trustee in the following order of priority: first, in the manner provided in clause first of Section 6.3; second, so much of such amount as shall be required to pay any accrued but unpaid interest to the date of such distribution on the principal amount of Notes to be prepaid by operation of clause third of this subsection (c) shall be distributed to the registered owners thereof ratably, without priority of one over the other, in the proportion that the aggregate unpaid principal amount of all such Notes held by each such registered owner on such date bears to the aggregate unpaid principal amount of all such Notes Outstanding on such date; third, so much of such amount as, when added to the amount distributed pursuant to clause second of this subsection

EXHIBIT A to  
Supplemental Indenture

(c), shall equal the lesser of (x) the product of the portion of such amount remaining after the distribution pursuant to clause first of this paragraph (c) times the Loan Percentage (as defined in the Related Participation Agreement), or (y) the aggregate unpaid principal amount of Notes of such series Outstanding on the date of distribution (after giving effect to any reduction of the aggregate principal amount of such Notes Outstanding on such date resulting from the distribution of any payment of Basic Rent due on such date) together with all accrued but unpaid interest on such Notes to such date, shall be distributed to the registered owners of such Notes Outstanding on the date of distribution ratably, without priority of one over the other, in the proportion that the aggregate unpaid principal amount of all such Notes held by each such registered owner on the date of distribution bears to the aggregate unpaid principal amount of all such Notes Outstanding on the date of distribution; fourth, so much of such amount remaining as shall be required to reimburse the Trustee for any Trustee's Related Expenses (to the extent not previously reimbursed) incurred in connection with the collection or distribution of such payment shall be applied by the Trustee to such reimbursement; and fifth, the balance, if any, of such amount remaining thereafter shall be distributed to the Owner Trustees.

"(d) With respect to each series of Notes, any amounts received by the Trustee from the Owner Trustees pursuant to Section 8.1(g) shall be distributed forthwith upon receipt by the Trustee to the registered owners of all of the Notes Outstanding of such series, in each case in an amount sufficient to pay to such registered owner the aggregate unpaid principal amount of all Notes Outstanding of such series held by such registered owner together with accrued but unpaid interest thereon to the date of such distribution."

26. Section 6.3 of the Indenture is hereby amended by deleting the italicized words "Section 8.2(a)." at the end of the heading and inserting in lieu thereof the following:

"Section 8.2(a) or 8.2(b)."

27. Section 6.3 of the Indenture is hereby amended by inserting after the words "paragraph (a)" the following:

"or paragraph (b)".

28. Clause first of Section 6.3 of the Indenture is hereby amended by deleting the balance of the clause following the words "one over the other," and inserting in lieu thereof the following:

"in proportion to the respective amounts payable to each such registered owner;"

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29. Section 6.3 of the Indenture is hereby amended by renumbering clauses second, third and fourth as clauses third, fourth and sixth, respectively, by deleting the word "and" at the end of renumbered clause fourth, and by adding after clause first thereof a new clause as follows:

"second, so much of such payments or amounts remaining as shall be required to repay all advances made under this Indenture by the Trustee or by any registered owner or owners of Notes shall be distributed to the Trustee and such registered owner or owners; and in case the aggregate amount so to be paid to the Trustee and all such registered owners in accordance with this clause second shall be insufficient to pay all such amounts as aforesaid, then ratably, without priority of one over the other, in proportion to the respective amounts payable to the Trustee and each such registered owner;"

30. Section 6.3 of the Indenture is hereby further amended by adding immediately prior to renumbered clause sixth thereof, a new clause as follows:

"fifth, so much of such payments or amounts remaining as shall be required to pay all other sums due and payable under this Indenture or on the Notes shall be distributed to the persons entitled thereto; and in case the aggregate amount so to be paid in accordance with this clause fifth shall be insufficient to pay all such amounts as aforesaid, then ratably, without priority of one over the other, in proportion to the respective amounts payable to each such person; and"

30A. Section 6.6 of the Indenture is hereby amended by deleting the word "third" the first time said word appears in said Section and inserting in lieu thereof the word "fourth" and by deleting the word "fourth" and inserting in lieu thereof the word "sixth".

31. Article VI of the Indenture is hereby amended by adding at the end thereof the following new section:

"SECTION 6.9. Amounts Received after Cure by Owner Trustees.  
With respect to each series of Notes, late payments of Rent made by the Related Lessee shall, if and to the extent that the Owner Trustees have advanced amounts to pay such Rent on account of the Related Lessee pursuant to Section 8.4(e) hereof, be distributed by the Trustee to the Owner Trustees as reimbursement for the amounts so advanced, provided that there are no amounts of principal or interest due and unpaid on the Notes on the day such late payment of Rent is received."

32. Article VII of the Indenture is hereby amended by adding at the end of the heading thereof the following:

"; COLLECTION OF MONEY; EVENT OF LOSS".

33. Article VII of the Indenture is hereby further amended by adding at the end thereof the following three new sections:

"SECTION 7.3. Collection of Money. With respect to each series of Notes, the Trustee may demand payment or delivery of and shall receive and collect, directly and without the intervention or assistance of any fiscal agent or any intermediary, all money and other property payable to or receivable by the Trustee pursuant or with respect to the Related Lease and any other instrument or property included in the Related Estate, or pursuant to this Indenture. The Owner Trustees hereby constitute the Trustee as the true and lawful attorney of the Owner Trustees and the Related Beneficiary, irrevocably, with full power (in the name of the Owner Trustees or the Related Beneficiary, as the case may be, or otherwise) to ask, require, demand, receive, compound and give acquittance for any and all moneys and claims for moneys due and to become due to the Owner Trustees or the Related Beneficiary from the Related Lessee or any other Person under or arising out of the Related Lease or any of the documents referred to in subparagraph (c) of Section 2.1 hereof, and to endorse any checks or other instruments or orders in connection therewith. The Owner Trustees and the Related Beneficiary each agree that if it or they receive any such money or other property, it or they will promptly pay it over to the Trustee for application in accordance with the provisions of this Indenture. The Owner Trustees agree that they will not accept any payment from the Related Lessee under the Related Lease or from any Person under any of the documents referred to in subparagraph (c) of Section 2.1 hereof, settle, compromise or release any claim against the Related Lessee arising under the Related Lease or against any Person under any such document, or submit or consent to the submission to arbitration of any dispute, difference or other matter arising under or in respect of the Related Lease or any such document or take any action with respect to the Related Lease or any such document or otherwise which is inconsistent with the assignment thereof made by this Indenture, or make any other assignment, designation or direction of the Related Lease or any such document, and that any such assignment, designation or direction shall be void. The Trustee shall hold all such money and property received by it in trust as part of the Related Estate, and shall apply it as provided in this Indenture. If any default occurs in the making of any payment or performance under the Related Lease, or under any other instrument included in the Related Estate, the Trustee may, and upon the request of, and satisfactory indemnification by, the holders of Notes of such series shall, take such action as may be appropriate to enforce such payment or performance, including the institution and prosecution of appropriate proceedings. Any such action by the Trustee shall be without prejudice to any right to claim a Related Event of Default under this Indenture and to proceed thereafter as provided in Article VIII.

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"SECTION 7.4. Event of Loss. With respect to each Series of Notes, the Trustee may, and upon receipt by the Trustee of the Directive of the registered owners of Outstanding Notes of such Series and satisfactory indemnification by such registered owners shall, participate in any proceedings with respect to any Event of Loss with respect to the Related Equipment, subject to the provisions of the Related Lease."

"SECTION 7.5. Notices to be Delivered to Trustee. The Owner Trustees hereby agree to send to the Trustee, by prepaid United States registered or certified mail, return receipt requested, copies of all notices and other instruments or communications required or permitted to be given by the Lessor under the Related Lease or the Related Beneficiary pursuant thereto, or by the Owner Trustees pursuant to any of the documents referred to in subparagraph (c) of Section 2.1 hereof."

34. Paragraph (a) of Section 8.1 of the Indenture is hereby amended by adding at the end thereof the following:

"the Owner Trustees will not claim any credit on or make any deduction from the payments thereon by reason of the payment of any taxes levied at any time or from time to time upon the Related Estate or any portion thereof, and no deduction shall be made from the taxable value of any property included in the Related Estate by reason of this Indenture;"

35. Paragraph (c) of Section 8.1 of the Indenture is hereby amended by inserting after the words "consent of the Trustee" the following:

"permit Article VIII of the Trust Agreement to be amended or supplemented in any manner whatsoever, or otherwise".

36. Section 8.1 of the Indenture is hereby amended by deleting the word "and" at the end of paragraph (b) thereof, inserting a semicolon in lieu of a period at the end of paragraph (c) thereof and adding at the end of said Section the following four new paragraphs:

"(d) The Owner Trustees, in their individual capacities, will not take affirmative action to dissolve or terminate the Trust created by the Trust Agreement and the Related Authorization and Direction or distribute any of the assets comprising the Related Trust Estate created pursuant to the Trust Agreement and the Related Authorization and Direction except as expressly permitted by Article VII hereof or as permitted or required by this Indenture or the Related Lease;

"(e) The Corporate Trustee in its individual capacity is, and shall at all times be, a national banking association or a corporation validly organized and existing in good standing under

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the laws of the United States of America or any jurisdiction thereof, authorized under such laws to exercise corporate trust powers and subject to examination by Federal or State authorities; otherwise it shall, and hereby in its individual capacity agrees to, resign as trustee under the Trust Agreement in accordance with Section 7.1 thereof;

"(f) the Owner Trustees will not issue or permit to be issued Notes in any manner other than in accordance with the provisions of this Indenture and the agreements herein contained; and

"(g) the Owner Trustees will not make the election provided for in Section 23(b) of the Related Lease unless prior to the making of such election the Owner Trustees shall have deposited with the Trustee, for distribution pursuant to Section 6.2(d), an amount sufficient to prepay in full all of the Notes Outstanding of such series together with interest accrued but unpaid thereon to the date of such distribution."

37. Paragraph (a) of Section 8.2 of the Indenture is hereby amended by adding at the end thereof the following:

"provided that such Event of Default under the Related Lease shall not constitute a Related Event of Default under this Indenture if it is susceptible of cure or remedy (solely for purposes of this Section 8.2(a)) under Section 16 of the Participation Agreement or Section 8.4(e) of this Indenture, unless such cure or remedy shall not have been effected within the time and as otherwise permitted by such Sections;"

38. Section 8.2 of the Indenture is hereby amended by relettering paragraphs (b) and (c) as paragraphs (d) and (e), respectively, and adding after paragraph (a) two new paragraphs, as follows:

"(b) default shall occur in the making of any payment of principal of, or interest on, any Note of such series, when and as the same shall become due and payable, whether at maturity or by acceleration or as part of any prepayment or otherwise, and such default shall have continued for a period of 5 days;

"(c) any representation or warranty of the Owner Trustees, or either of them, or the Related Beneficiary, or any officer of any thereof, set forth in the Related Participation Agreement, this Indenture, or in any agreement, document or certificate executed or delivered by the Owner Trustees, or either of them, or the Related Beneficiary, or any officer of any thereof, in connection therewith or pursuant thereto shall prove to be incorrect in any material respect as of the date made and have a material adverse effect on the recipient of such representation or warranty and such incorrectness shall

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not be susceptible of being remedied, or, if such incorrectness shall be susceptible of being remedied, it shall continue unremedied for a period of 30 days after notice thereof shall have been given by the Trustee to the Owner Trustees and the Related Beneficiary;"

39. Paragraph (c) of Section 8.4 of the Indenture is hereby amended by inserting immediately prior to the words "provided, however," the following:

"including the right and power to sell all and singular the Related Estate or any portion thereof or rights or interests therein, at one or more public or private sales called and conducted in any manner permitted by law,".

40. Section 8.4 of the Indenture is hereby further amended by relettering paragraphs (d) and (e) as paragraphs (g) and (h) and inserting immediately prior to said relettered paragraph (g) the following three new paragraphs:

"(d) The Trustee may institute proceedings for the collection of all amounts due and payable on the Notes of such series and under this Indenture, enforce any judgment obtained, and collect moneys adjudged due from the Related Estate.

"(e) If the Related Lessee shall fail to make any payment of Rent by the date on which the failure to make such payment would constitute an Event of Default under the Related Lease, and if, within 5 days after receipt of notice thereof by the Related Beneficiary, if there shall be only one Related Beneficiary, or, if there shall be more than one, by the Corporate Trustee, the Owner Trustees shall pay to the Trustee, for the account and at the cost and expense of the Related Lessee, an amount equal to all Rent then due and unpaid pursuant to the Related Lease, such failure shall be deemed to have been cured and not continuing for purposes of this Indenture (without constituting a waiver of the Event of Default under the Related Lease and without releasing the Related Lessee from any obligation) and any Event of Default under Section 8.2(b) shall likewise be deemed to have been cured and not continuing, it being understood that the Trustee shall not be entitled to exercise any remedy hereunder based on such failure until the expiration of said 5-day period. The Owner Trustees' right to make advances for the purpose of curing an Event of Default under this Indenture (solely for purposes of Section 8.2(a) of this Indenture) pursuant to the first sentence of this Section 8.4(e) is subject to the limitations that, if the Related Lessee shall ever fail to make any payment of Basic Rent within 5 days after the same shall become due, the Owner Trustees shall thereafter have no right to make advances for the purpose of curing an Event of Default under this Indenture pursuant to this Section 8.4(e) in respect of more than 18 Basic Rent Dates (as defined in the Related Lease), only 12 of which Basic Rent Dates may be consecutive, and that after any such advance is made in respect of a particular Basic Rent Date, the right of the



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Owner Trustees, if any, to reimbursement for any such advance made by them shall have been fully subordinated, so long as any Default or Event of Default under the Related Lease (as therein defined) shall be continuing, to the prior payment in full of the Notes of such series. This Section 8.4(e) is intended for the benefit of the Owner Trustees, the Trustee, each Related Beneficiary, the Lender (as defined in the Participation Agreement) and each holder of a Note of such series, and may not be amended, supplemented or otherwise modified without the consent of each such person.

"(f) The Trustee shall be entitled to exercise any remedies under this Article VIII personally or by its agents or attorneys."

41. Article VIII of the Indenture is hereby amended by renumbering Sections 8.5, 8.6, 8.7 and 8.8 as Sections 8.11, 8.12, 8.13 and 8.14, respectively, and inserting immediately prior to such renumbered Section 8.11 six new Sections as follows:

"SECTION 8.5. Sale of Related Estate. With respect to each series of Notes:

"(a) The power to effect any Sale shall not be exhausted by any one or more Sales as to any portion of the Related Estate remaining unsold, but shall continue unimpaired until the entire Related Estate shall have been sold or all amounts payable on the Notes of such series and under this Indenture shall have been paid. The Trustee may from time to time postpone any Sale by public announcement made at the time and place of such Sale. Without limiting any provision contained in any other agreement providing for the compensation of the Trustee, the Trustee hereby expressly waives its rights to any amount fixed by law as compensation for any Sale. The Trustee need not have physical or constructive possession of any portion of the Related Estate so sold.

"(b) The Trustee may bid for and acquire any portion of the Related Estate in connection with a Sale thereof, and may pay the purchase price by crediting upon the Notes of such series or other amounts secured by this Indenture the net proceeds of such Sale after deducting the reasonable costs, charges and expenses incurred by the Trustee in connection therewith. The Notes of such series need not be produced in order to complete any such Sale, or in order to cause there to be credited on such Notes their pro rata share of the net proceeds. The Trustee may deal with any property so acquired in any manner permitted by law.

"(c) The Trustee shall execute and deliver an appropriate instrument of conveyance transferring, without recourse or warranty, its interest in any portion of the Related Estate in

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connection with a Sale thereof. In addition, the Trustee is hereby irrevocably appointed the agent and attorney-in-fact of the Owner Trustees to transfer and convey their interest in any portion of the Related Estate in connection with a Sale thereof. As such, the Trustee may take all action necessary to effect such Sale including, without limitation, executing and delivering, in the name and on the behalf of the Owner Trustees, deeds, bills of sale or other instruments of transfer, conveyance or assignment.

"SECTION 8.6. Action on Notes. With respect to each series of Notes:

"(a) The Trustee may seek and recover judgment for all amounts due and payable on the Notes of such series and under this Indenture either before, during or after the pendency of any other proceedings to obtain relief under or with respect to this Indenture (including, without limitation, any Sale of any portion of the Related Estate or the Related Equipment). The Trustee shall continue to be entitled to enforce payment of and to seek and recover judgment for any amounts remaining due and payable on the Notes of such series and under this Indenture after the application of any proceeds of a Sale and after any other distribution of the Related Estate as provided in this Indenture.

"(b) The Trustee shall not be entitled to recover from all sources more than all amounts due and payable on the Notes of such series and under this Indenture. The Trustee shall be entitled to retain possession and control of all of the Related Estate notwithstanding the appointment of any receiver, trustee, liquidator or other similar official with respect to the Related Trust Estate or the Owner Trustees in their capacity as trustees under the Trust Agreement or either of them in their individual capacities or otherwise or with respect to any portion of the Related Estate.

"(c) Neither the lien of this Indenture nor any rights or remedies of the Trustee or the holders of the Notes of such series hereunder shall be impaired in any way by the recovery of any judgment by the Trustee against the Owner Trustees or the Related Trust Estate or by the levy of an execution under such judgment upon any portion of the Related Estate.

"(d) Nothing herein permitting the Trustee to bring any action or proceeding on the Notes of such series shall be construed to modify the provisions of such Notes which state that the registered owner of such Notes will look solely to the income

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and proceeds from the Related Estate, to the extent available for distribution to such registered owners, for all amounts payable on such Notes, and from the sources specified in the Supplement to Equipment Lease and Participation Agreement (as defined in the Related Participation Agreement).

"SECTION 8.7. Waiver of Various Rights by the Owner Trustees.

"(a) With respect to each series of Notes, the Owner Trustees hereby agree to appear voluntarily in any proceeding brought in the state or federal courts in the State of New Jersey or the State of New York under or in respect of this Indenture. The Owner Trustees will also consent to the appointment of one or more receivers of all or a portion of the Related Estate upon the request of the Trustee.

"(b) With respect to each series of Notes, the Owner Trustees hereby waive and agree to the extent they can under applicable law that they will never seek or derive any benefit or advantage from any of the following, whether now existing or hereafter in effect:

"(i) any stay, extension, moratorium or other similar law;

"(ii) any law providing for the valuation or appraisal of any portion of the Related Estate in connection with a Sale thereof;

"(iii) any law allowing for the redemption of any portion of the Related Estate after a Sale thereof; and

"(iv) any right to have any portion of the Related Estate or other security for the Notes of such series marshalled.

The Owner Trustees covenant not to hinder, delay or impede the exercise of any right or remedy under or in respect of this Indenture, and agree to suffer and permit its exercise as though no laws or rights of the character listed above were in effect.

"(c) It is understood and agreed that the Owner Trustees' waivers, consents and agreements contained in this Section 8.7 shall bind the Owner Trustees only in their capacity as trustees and not in their individual capacities.

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"SECTION 8.8. Persons Entitled to Enforce.

"(a) No holder of any Note of any series may institute any proceedings to enforce any right or remedy under this Indenture unless and until:

"(i) a Related Event of Default hereunder is continuing:

"(ii) the Trustee shall have been instructed by a Directive of the registered owners of Outstanding Notes of such series to institute such proceedings in the Trustee's name as trustee of an express trust;

"(iii) the Trustee shall have been offered security and indemnity satisfactory to the Trustee against the costs, expenses and liabilities to be incurred in connection with such proceedings; and

"(iv) the Trustee shall have neglected or refused to institute such proceedings within 30 days after the foregoing three conditions shall have been met.

The foregoing matters are conditions precedent to the institution of such proceedings by the holder of any Note of such series. The enforcement of any right or remedy by the holder of any Note of such series as permitted hereby shall be for the equal and ratable benefit of the holders of all of the Notes of such series. Each holder of a Note of any series agrees, by its purchase or acceptance of such Note, that it shall not have any right to affect, disturb or prejudice the rights and remedies of any other holder of Notes of such series or to enforce any right or remedy except as provided in this Section 8.8.

"(b) Each holder of any Note of any series, by its purchase or acceptance thereof, agrees and acknowledges that the Trustee is irrevocably appointed the agent and attorney-in-fact of the holders from time to time of the Notes of such series, with authority to do and perform any and all acts as the Trustee may deem necessary or advisable for the allowance of any claim of the holder of any such Note against the Related Trust Estate or the Related Estate in any proceeding, including, without limitation, making and filing any proof of debt, amendment to proof of debt, petition or document, executing any other papers or documents, and receiving payment on account of such claim (except to the extent that such holder shall have filed an individual claim in such proceeding on its own behalf). The Trustee may take any

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such action in the names and on behalf of the holders of the Notes of such series, either respectively or as a class, and may do so whether or not there has been any default in the payment of any interest or principal on the Notes of such series. Nothing in this Indenture, however, shall authorize the Trustee to accept or consent to any plan of reorganization on behalf of the holder of any Note of such series or to waive or change in any way any right or remedy of the holder of any Note of such series, whether or not the Trustee may be entitled to do so under any present or future law.

"(c) The Trustee may institute any proceeding under or in respect of this Indenture without possessing or producing any Notes.

"SECTION 8.9 Applicable Law. The rights, remedies and powers provided by this Article VIII may be exercised only to the extent permitted by applicable law. All provisions of this Article VIII are intended to be subject to applicable mandatory provisions of law and to be limited to the extent necessary so that they will not render this Indenture invalid or unenforceable.

"SECTION 8.10 Limitation on Remedies. Notwithstanding the foregoing provisions of this Article VIII, the powers granted to the Trustee by this Article VIII with respect to each series of Notes are strictly subject to the limitation that, if by the commencement of any action at law to recover judgment for any amount due and unpaid upon the Notes of such series or other indebtedness hereunder, or by the exercise of any other remedy prior to or concurrently with proceedings to enforce the lien of this Indenture upon the Related Estate, such lien or the security hereby provided would be surrendered, waived or lost, then, despite the foregoing provisions of this Article VIII, the Trustee shall not have power to commence such action at law or so to exercise such other remedy without a Directive to such effect of the registered holders of Notes Outstanding of such series."

42. Renumbered Section 8.13 (formerly Section 8.7) of the Indenture is hereby amended by deleting the words "may be waived by a Directive of the registered owners of such series of Notes," in the first sentence of said Section and inserting in lieu thereof the following:

"shall be waived by the Trustee upon its receipt of a Directive of the registered owners of such series of Notes to such effect,".

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43. Renumbered Section 8.14 (formerly Section 8.8) of the Indenture is hereby amended by deleting the period at the end thereof and inserting in lieu thereof the following:

", including without limitation the execution and delivery of financing statements and continuation statements."

44. Section 9.1 of the Indenture is hereby amended by adding immediately after the third sentence thereof the following:

"Such Directive may include directions as to the time, method, manner and place of enforcing any remedy under or in respect of this Indenture."

45. Section 9.1 of the Indenture is hereby further amended by deleting the words "In the event the Trustee shall at any time declare the Related Lease to be in default pursuant to the terms thereof" in the fifth sentence of said Section and inserting in lieu thereof the following:

"In the event that

(a) the Trustee shall at any time declare the Related Lease to be in default pursuant to the terms thereof, or

(b) a Related Event of Default referred to in Section 8.2(b), arising out of a breach by the Owner Trustees or either of them of their obligations contained in Section 8.1(b) or the last sentence of Section 9.4 or a breach by the Related Beneficiary of its obligations contained in Section 6(b)(4) of the Related Participation Agreement, shall have occurred and be continuing,".

46. Section 9.2 of the Indenture is hereby amended by adding at the end thereof a new sentence as follows:

"Notwithstanding the foregoing or any other provision in this Indenture, the Trustee shall not give its written consent in respect of the matters contained in Section 22(b) of the Related Lease unless the Trustee shall have received the prior written consent thereto of the registered owners of all of the Notes Outstanding of such series."

47. Section 9.5 of the Indenture is hereby amended by inserting after the words "subject to the terms" the following: "of paragraphs (a), (b) and (c) of Section 1.2".

48. Article IX of the Indenture is hereby amended by adding at the end thereof two new sections as follows:

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"SECTION 9.7. Successor to Owner Trustees. If the Corporate Trustee or Individual Trustee shall resign or be removed or otherwise become incapable of acting, or if the Corporate Trustee shall be taken under the control of any public officer or officers or of a receiver appointed by a court, then the Trustee may apply to any court of competent jurisdiction to appoint a successor to such Corporate Trustee or Individual Trustee, as the case may be, for purposes of Section 7.1 of the Trust Agreement. In the case of any appointment of a successor to the Owner Trustees, or either of them, pursuant to the Trust Agreement or any merger, conversion, consolidation or sales of substantially all of the business involving the Corporate Trustee pursuant to the Trust Agreement, the successor Owner Trustee shall give prompt written notice thereof to the Trustee and to the holders of all Notes at the time Outstanding.

"SECTION 9.8. Performance by Trustee. With respect to each series of Notes, if the Related Lessee or the Related Beneficiary, as the case may be, shall fail to perform, observe or discharge any of their respective obligations under the Related Lease or under Sections 6(b)(4) or 10 of the Related Participation Agreement, the Trustee may, but shall not be required to, make advances to perform the same on its behalf. All sums so advanced shall be a lien upon the Related Estate and shall be secured hereby prior to the Notes of such series, with interest at the Overdue Rate from the date of the advance. The Trustee will make such an advance if requested pursuant to a Directive of the holders of Notes Outstanding of such series, and if furnished with funds sufficient therefor, and the Related Lessee or the Related Beneficiary, as the case may be, shall repay on demand such sums so advanced on behalf of the Related Lessee or the Related Beneficiary, as the case may be, with interest at the Overdue Rate from the date of such advance."

49. Section 10.1 of the Indenture is hereby amended by adding after the first sentence thereof the following:

"The Trustee shall have the right, power and authority to do any and all things, not inconsistent with the express provisions of this Indenture, which the Trustee may deem advisable in order to enforce the provisions hereof, take any action with respect to a Related Event of Default hereunder, institute, appear in or defend any proceeding, or protect the interests of the holders of the Notes of such series."

50. Section 10.2 of the Indenture is hereby amended by adding at the end thereof the following:

"Not more than eight months and not less than six months prior to any date specified in an opinion of counsel delivered to the Trustee

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pursuant to Section 13(1) of the Related Participation Agreement as the last date on which a UCC continuation statement may be filed, the Trustee shall give notice to the Related Lessee, the Owner Trustees and the Related Beneficiary that such continuation statement must be filed and requesting that evidence of such filing be delivered to the Trustee no later than one month prior to such date. Any such notice may refer to more than one UCC continuation statement. If the Trustee shall not have received evidence of such filing within the time so requested, the Trustee shall immediately notify the holders of such series of Notes and proceed therewith in accordance with a Directive of the registered owners of Notes Outstanding of such series."

51. Section 10.3 of the Indenture is hereby amended by deleting the last sentence and inserting in lieu thereof the following:

"The Corporate Trustee, the Individual Trustee and the Trustee, severally and not jointly, each represents and warrants in its individual capacity as to itself, with respect to this Indenture, the Trust Agreement, the Related Participation Agreement and each and every document and instrument referred to herein or therein which is required to be executed by it, that (i) in the case of the Corporate Trustee and the Trustee, it has the corporate power and authority to execute, deliver and perform such document, and (ii) such document has been, or will be, executed and delivered by or on behalf of, in the case of the Individual Trustee, by the individual acting as Individual Trustee, and, in the case of the Corporate Trustee and the Trustee, by one of its officers who is, or at the time of execution and delivery was or will be, duly authorized to execute and deliver such documents on its behalf."

52. Section 10.5 of the Indenture is hereby amended by adding after the first sentence thereof the following:

"The Trustee shall forward a copy of each notice or other document received by it pursuant to the Indenture or the Related Lease to each holder of Notes of such series promptly after such receipt."

53. Section 10.6 of the Indenture is hereby amended by adding after the words "Section 9.4" the following:

"and except with respect to statements, warranties, representations, agreements or obligations expressly made by the Owner Trustees or either of them or the Trustee in his, its or their individual capacity".

54. Section 11.1 of the Indenture is hereby amended by deleting the words "Related Lease to be in default pursuant thereto" and inserting in lieu thereof the following:



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"unpaid principal amount of all Notes of such series with accrued interest thereon to be immediately due and payable".

55. Paragraph (b) of Section 12.1 of the Indenture is hereby amended by renumbering subparagraphs (1), (2), (3) and (4) as subparagraphs (2), (3), (4) and (5), respectively, and inserting immediately prior to renumbered subparagraph (2) a new subparagraph, as follows:

"(1) All powers, duties, obligations and rights conferred upon the Trustee in respect of the receipt, custody, investment and payment of moneys shall be exercised solely by the Trustee."

56. Section 12.2 (a) of the Indenture is hereby amended by inserting immediately prior to the words "a successor trustee" in the third sentence thereof the following:

"or if the Trustee shall otherwise become incapable or acting, or if the Trustee shall be taken under the control of any public officer or officers or of a receiver appointed by a court,"

57. Section 13.1 of the Indenture is hereby amended by inserting after the word "determined" in clause (b)(i) of the last sentence thereof the following:

"plus all amounts payable pursuant to clause first of Section 6.2(a) hereof,".

58. Section 13.1 of the Indenture is hereby further amended by inserting after the word "determined" in clause (b)(ii) of the last sentence thereof the following:

"plus all amounts payable pursuant to clause first of Section 6.2(b) hereof,".

59. Article XV of the Indenture is hereby amended by adding at the end thereof a new section as follows:

"SECTION 15.15 Powers and Agencies. Whenever in this Indenture the Trustee is granted a power of attorney or is appointed the agent and attorney-in-fact with respect to any Person, such grant or appointment is irrevocable and coupled with an interest. The Trustee shall have full power of substitution and delegation in respect of all such grants and appointments."